

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

City Clerk
Time Stamp

2009 MAY 28 P 2:31

TOTAL BASE BID 1,798,669.

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, May 28, 2009

Project Manager: Al Smith – 535-8427

**MARTIN PARK LANDFILL GAS CUTOFF
WALL RE-BID PROJECT**

BIDDER NAME: R.J. Gordon. Constr. inc.

✓ Bond _____ Cashier's Check _____

✓ 3 Addendums Included () missing #1 ^{DNB} YES _____ NO _____

✓ NonCollusion Affidavit YES _____ NO _____

BID DOCUMENTS

MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID

BID DOCUMENTS

BID OPENING

3:00 P.M.

Thursday, March 26, 2009

Bidder: RJ GORDON CONSTRUCTION INC.

PROPOSAL TO CITY OF SAN JOSE

FOR

MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID

Name of Bidder: RJ GORDON CONSTRUCTION INC.

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on October 8, 2008, entitled **MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID** and the Specifications approved by the Director of Public Works on October 8, 2008, entitled **MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

NONCOLLUSION AFFIDAVIT

Project Title: **MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID.**

JOHN JOHNSON, PRESIDENT

, being first duly sworn, deposes and says that he/she is

(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on MAY 28, 2009

RJ GORDON CONSTRUCTION INC.

Legal Company Name

CORPORATION

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: _____

Expiration Date: _____

State Contractor Lic. No.: 616851

Classification: A

Expiration Date: 03/31/2011

Federal I. D. No.: 94-3130275

Address: 2086 MONUMENT BLVD.

PO BOX 23204

PLEASANT HILL, CA 94523

Telephone: 925.680.8660

By: _____

Title: John Johnson, President

NOTARY

On 05/28/09

before me, CLARISSA S MULVANEY, NOTARY

(name and title of officer)

, personally appeared

JOHN G. JOHNSON, PRESIDENT

, personally appeared and proved to

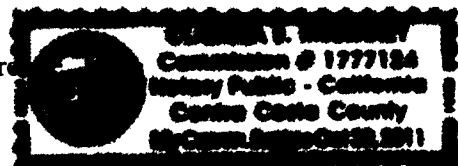
me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal, subscribed and sworn to before

Signature _____

Notary Public

(Seal)



**SCHEDULE OF QUANTITIES
FOR
MARTIN PARK LANDFILL - LFG CUTOFF WALL RE-BID**

ITEM	SPECIFICATION SECTION	DESCRIPTION OF ITEM	BASE BID	
1	10-2.2	Mobilization	\$ 25,000	Lump Sum
2	10-2.3	Utility Conflict Cost Allowance (REVOCABLE)	\$8,000.00	Fixed Lump Sum
3	10-2.4	Erosion and Sediment Control	\$10,000.00	Fixed Lump Sum
4	10-2.5	Storm Water Pollution Prevention Plan	\$5,000.00	Fixed Lump Sum
5	10-2.6	Protection and Pruning of Existing Trees	\$ 10,550	Lump Sum
6	10-2.7	Tree Removal	\$ 10,075	Lump Sum
7	10-2.8	Demolition	\$ 34,500	Lump Sum
8	10-2.9	Clearing and Grubbing	\$ 34,475	Lump Sum
9	10-2.10	Temporary Construction Signs	\$ 7,500	Lump Sum
10	10-3	Refuse Removal (REVOCABLE)	\$ 250,000	Lump Sum
11	10-3	Backfill (REVOCABLE)	\$ 99,275	Lump Sum
12	10-3	Additional Refuse Removal Cost Allowance - includes additional Backfill & AC - Trench Patch (REVOCABLE)	\$137,000.00	Fixed Lump Sum
13	10-4	Traffic Control	\$ 19,725	Lump Sum
14	10-6	LFG Cutoff Wall	\$ 570,330	Lump Sum
15	10-6	Vent Trench	\$ 369,409	Lump Sum
16	10-6	Vent Riser	\$ 38,275	Lump Sum
17	10-6	Landfill Gas Probe	\$ 64,350	Lump Sum
18	10-7	Remove and Replace Chain Link Fence	\$ 8,550	Lump Sum
19	10-8	PCC Walkway	\$ 12,285	Lump Sum
20	10-8	Curb and Gutter	\$ 31,300	Lump Sum
21	10-9	Asphalt Concrete - Trench Patch	\$ 42,050	Lump Sum
22	10-10	Staking	\$ 11,000	Lump Sum
TOTAL BASE BID AMOUNT (Items 1 through 22, inclusive)			\$1,798,669	Lump Sum

DELETED
"RELOCATE
STREET LIGHT"

Note To Bidders: The Bidder's Bond shall be at least 10% of the TOTAL BASE BID AMOUNT.

5/7/09

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.

2. A "List of Subcontractors".

3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

3 5/7/09

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, R.J. GORDON CONSTRUCTION, INC. as PRINCIPAL, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation duly organized under the laws of the State of MARYLAND and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT (10%) OF THE AMOUNT BID DOLLARS (\$).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, 200 East Santa Clara Street, 2nd Floor, City Hall Wing, San Jose, CA 95113-1905 on May 28, 2009 for MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligor and judgement is recovered, the Surety shall pay all costs incurred by the Obligor in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
day of MAY 28, 2009.

PRINCIPAL

SURETY

R.J. GORDON CONSTRUCTION, INC.
Legal Company Name

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Legal Company Name

CORPORATION
Indicate Type of Entity

By [Signature]
Title: President

By Lawrence J. Coyne
Title: LAWRENCE J. COYNE,
ATTORNEY-IN-FACT

By N/A
Title: _____

By (N/A)
Title: _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

ACKNOWLEDGMENT

State of California
County of Marin

On May 28, 2009 before me, J. DeLuca, Notary Public
(insert name and title of the officer)

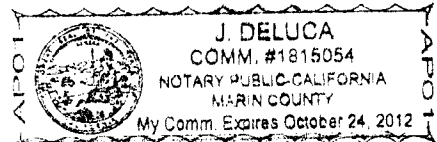
personally appeared Lawrence J. Coyne,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Stanley D. LOAR, Charles R. SHOEMAKER, Mark M. MUNEKAWA, Roger C. DICKINSON, Jeffrey W. PARKHURST, Nancy L. HAMILTON, Rosemarie GUANILLE, Nerissa S. BARTOLOME, Yvonne RONCAGLIOLO and Lawrence J. COYNE**, all of San Francisco, California, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Stanley D. LOAR, Charles R. SHOEMAKER, Mark M. MUNEKAWA, Roger C. DICKINSON, Jeffrey W. PARKHURST, Nancy L. HAMILTON, Rosemarie GUANILLE, Nerissa S. BARTOLOME, Yvonne RONCAGLIOLO, dated May 1, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of June, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

By:

William J. Mills

William J. Mills

Vice President

State of Maryland } ss:
City of Baltimore }

On this 6th day of June, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

LIST OF SUBCONTRACTORS

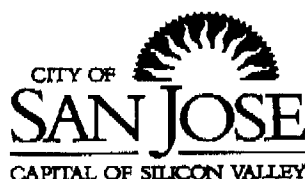
Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

[illegible]

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

<u>PROJECT NAME</u>	<u>AGENCY/ENTITY</u>	<u>CONTRACT AMOUNT</u>
GUADALUPE LANDFILL LINER		\$ 397,000.00
REDWOOD LANDFILL NEW CELL CONSTRUCTION		\$2,600,000.00
PUENTE HILLS LANDFILL RECLAIMED WATER PIPELINE	LOS ANGELES CO. SANITATION DISTRICT	\$2,600,000.00
PUENTE HILLS LANDFILL STORM DRAINAGE FACILITY	LOS ANGELES CO. SANITATION DISTRICT	\$ 948,157.00
BUENA VISTA LANDFILL MODULE 6 EXPANSION	SANTA CRUZ COUNTY	\$ 980,000.00
MID VALLEY LANDFILL CONTAMINATED GROUND	SAN BERNARDINO COUNTY	\$1,000,000.00
CARSON REGIONAL RECYCLE WATER PLANT	BLACK & VEATCH CONSTRUCTION INC.	\$1,500,000.00
HEAPS PEAK LANDFILL	SAN BERNARDINO COUNTY	\$ 530,000.00
SAN TIMOTEO LANDFILL	NORCAL/SAN BERNARDINO INC.	\$ 530,970.00
MORONGO VALLEY SANITARY LANDFILL FINAL CLOSURE IMPROVEMENTS	NORCAL	\$2,129,000.00
KIRBY CANYON LANDFILL GROUNDWATER PROTECTION CELL	Waste Management	\$ 371,000.00
ACME LANDFILL	ACME FILL CORPORATION	\$1,650,000.00
WOODVILLE SOLID WASTER SIPOSAL SITE	COUNTY OF TULARE	\$1,057,000.00
CRITTENDEN LANDFILL	CITY OF MOUNTAIN VIEW	\$1,250,000.00
VASCO ROAD LANDFILL	BFI	\$1,200,000.00
OX MOUNTAIN LANDFILL	BFI	\$1,300,000.00
OX MOUNTAIN LANDFILL	BFI	\$ 305,000.00

*Department of Public Works*

CITY FACILITIES ARCHITECTURAL SERVICES DIVISION

March 19, 2009

**ADDENDUM NO. 1
FOR THE CONSTRUCTION OF THE
MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID PROJECT**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Martin Park Landfill Gas Cutoff Wall Re-Bid Project.

PROJECT SPECIFICATIONS:

Notice to Contractors

REVISE the Bid Opening date in "Filing of Bids" from "Thursday, ~~March 26~~, 2009" to "**Thursday, April 16, 2009**"

~~Bid Documents Cover Sheet~~

REVISE the Bid Opening date from "Thursday, ~~March 26~~, 2009" to "**Thursday, April 16, 2009**"

Bidder's Bond

REVISE the Bid Opening date from "Thursday, ~~March 26~~, 2009" to "**Thursday, April 16, 2009**"

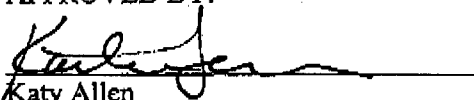
The revised pages are attached.

INSTRUCTIONS:

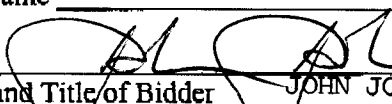
The bidder must sign this addendum in the space provided below and return one signed copy with the bid.

Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal. Bidder's failure to sign and submit any or all addenda with the bid shall be cause for rejection of the bid.

APPROVED BY:

for 
Katy Allen
Director of Public Works

Bidder's Name RJ GORDON CONSTRUCTION INC.


Signature and Title of Bidder JOHN JOHNSON, PRESIDENT

05/28/2009

Date

Project Manager: Al Smith

Telephone: (408) 535-8427

Internet Bid Line: <https://cpms.sanjoseca.gov/pub/BidHotline>

NOTICE TO CONTRACTORS

Sealed written proposals are invited by the CITY OF SAN JOSE for:

MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID

In accordance with and as described and provided in the Plans and Specifications thereof and the proposed form of contract thereof, all of which are on file in the office of the Director of Public Works and the City Clerk of the City, and which are made a part hereof.

This re-bid consists of four clarifications to the project specifications. The four clarifications are as follows;

- 1. Attachment 4, Insurance Requirements, has been changed from the previous specifications.**
- 2. Attachment 9, Boring Logs, have been added to this specification.**
- 3. Items 10-6.2.1 through 10-6.3.1 have been changed regarding the Gas Cutoff Wall geomembrane panels.**
- 4. Items 10-6.8.2 and 10-6.8.3 have been removed from the original specifications. These items referenced an environmental subcontractor which is not required for this bid.**

PROJECT GRANT AGREEMENT COORDINATION

This Project is partially financed by matching funds from the California Integrated Waste Management Board (CIWMB) via a Solid Waste Disposal and Codisposal Site Cleanup Grant, and is subject to the terms and conditions of that agreement, which is referenced in the Special Provisions and is also included as an attachment (Attachment 6) to the Bid Documents. Contractors wishing to bid on this Project are responsible to accept and comply with all the provisions of the CIWMB Grant Agreement in its entirety prior to bidding with the exception of Section 1.02 of Exhibit "B". This section shall be as stated in the Special Provisions.

Special attention is directed to Section 8.101 of the Special Provisions which designates that the installation of Pay Item 13 (LFG Cutoff Wall) is a "Specialty Item", as described in the City Standard Specifications and therefore may be performed by a subcontractor. The amount of any such work so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the General Contractor with the General Contractor's own organization per Section 16, Exhibit "A" of the Grant Agreement provisions.

If the selected Contractor's failure to comply with any grant requirements subsequently leads to the City not receiving grant funds, the Contractor shall be responsible for such loss of funds.

PLANS AND SPECIFICATIONS

Plans and Specifications may be purchased via the Internet at www.sjblue.com (PLANWELL Icon) or by calling San José Blue at (408) 295-5770. There will be a non-refundable charge of **Fifty Dollars (\$50.00) per set**. Checks are to be made to San José Blue. There is a limit of **one (1) set** per Contractor at this price. Plans, Specifications and Plan Holder's list may be viewed at the same Internet site.

Bidders will have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Plans, Specifications and other contract documents and local conditions affecting the performance and/or costs of the work prior to submitting their bid proposal.

FILING OF BIDS

All proposals must be filed with the City Clerk of the City of San Jose, City Hall, 200 E. Santa Clara St., Wing, 2nd Fl., San Jose, CA 95113, on or before 3:00 p.m. **Thursday, April 16, 2009** as set forth in the specifications. The City Clerk will publicly open and declare the aggregate bid of each bidder, at his/her office at 3:00 p.m.

Each bid must be accompanied by cash, a certified check, a cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid including all add alternates. Checks shall be made payable to the order of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. All bids must be addressed to the City Clerk, City of San Jose and shall bear the title or name of the work to be constructed.

DEPOSIT OF SECURITIES IN LIEU OF RETENTION

Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

PREVAILING WAGES

Attention is called to the fact that not less than the general prevailing rate of per diem wages and the general prevailing rates for holiday and overtime work must be paid on this project. Copies of the prevailing rate of per diem wages are on file with the Office of the City Clerk or the Office of Equality Assurance and can be obtained by interested bidders from those offices. All questions regarding prevailing wage should be directed to the Office of Equality Assurance at (408) 535-8430.

CONTRACTOR'S LICENSE REQUIREMENTS

All prospective bidders are hereby cautioned that the Contractor's State License Law regulates contractor licensing matters. The Contractor, in its bid proposal, shall be required to disclose its license type, number, and expiration date.

Bidders must have a California contractor's license, classification "A" to bid this project.

NONDISCRIMINATION/NONPREFERENTIAL TREATMENT

The Nondiscrimination/Nonpreferential Treatment requirements of Chapter 4.08 of the San Jose Municipal Code apply to this project.

BOND REQUIREMENTS

Bidder's attention is directed to those provisions of the Specifications which require the contractor to whom the contract for the work is awarded, to file with the City Clerk at the time the contract is executed, a Contractor's Payment Bond and a Bond for Faithful Performance meeting all the requirements of the Specifications and approved by the City Attorney of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. The Contractor's Faithful Performance Bond shall be for 100% of the contract price. The Contractor's Payment Bond shall be for 100% of the contract price.

By order of the Council of the City of San Jose.

DATED: _____

CITY OF SAN JOSE

A Municipal Corporation of the State of California

By _____
CITY CLERK

MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID

BID DOCUMENTS

BID OPENING

3:00 P.M.

Thursday, April 16, 2009

Bidder: RJ GORDON CONSTRUCTION INC.

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ as PRINCIPAL,
and _____, a corporation duly organized under the
laws of the State of _____ and duly licensed to become sole surety on bonds
required or authorized by the State of California, as SURETY, are held and firmly bound unto the
City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE
TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the
City of San Jose, for the work described below; for the payment of which sum in lawful money of
the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators
and successors, jointly and severally, firmly by these presents. In no case shall the liability of the
Surety hereunder exceed the sum of _____ DOLLARS (\$
_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for
certain construction specifically described as follows, for which bids are to be opened in the
Office of the City Clerk, 200 East Santa Clara Street, 2nd Floor, City Hall Wing, San Jose, CA
95113-1905 on April 16, 2009 for **MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time
and manner required under the specifications, after the prescribed forms are presented to Principal
for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and
files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance
policies with the City, all as required by the specifications and the contract or by law, then the
obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety
and its bond shall be in no way impaired or affected by any extension of the time within which the
Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the
Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to
be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
day of _____, 20____.

PRINCIPAL

SURETY

Legal Company Name

Legal Company Name

Indicate Type of Entity

By _____
Title:

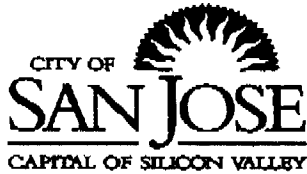
By _____
Title:

By _____
Title:

By _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

*Department of Public Works*

CITY FACILITIES ARCHITECTURAL SERVICES DIVISION

April 9, 2009

**ADDENDUM NO. 2
FOR THE CONSTRUCTION OF THE
MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID PROJECT**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Martin Park Landfill Gas Cutoff Wall Re-Bid Project.

PROJECT SPECIFICATIONS:

Notice to Contractors

REVISE the Bid Opening date in "Filing of Bids" from "Thursday, April 16, 2009" to "**Thursday, May 28, 2009**"

Bid Documents Cover Sheet

REVISE the Bid Opening date from "Thursday, April 16, 2009" to "**Thursday, May 28, 2009**"

Bidder's Bond

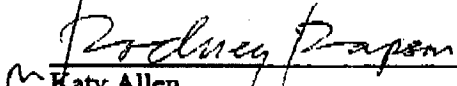
REVISE the Bid Opening date from "Thursday, April 16, 2009" to "**Thursday, May 28, 2009**"

The revised pages are attached.

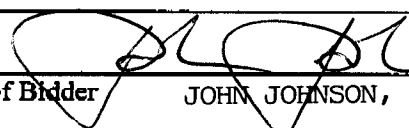
INSTRUCTIONS:

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. **Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal. Bidder's failure to sign and submit any or all addenda with the bid shall be cause for rejection of the bid.**

APPROVED BY:


Katy Allen
Director of Public Works

Bidder's Name RJ GORDON CONSTRUCTION INC.


Signature and Title of Bidder

JOHN JOHNSON, PRESIDENT

05/28/2009

Date

Project Manager: Al Smith

Telephone: (408) 535-8427

Internet Bid Line: <https://cpms.sanjoseca.gov/pub/BidHotline>

NOTICE TO CONTRACTORS

Sealed written proposals are invited by the CITY OF SAN JOSE for:

MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID

In accordance with and as described and provided in the Plans and Specifications thereof and the proposed form of contract thereof, all of which are on file in the office of the Director of Public Works and the City Clerk of the City, and which are made a part hereof.

This re-bid consists of four clarifications to the project specifications. The four clarifications are as follows;

- 1. Attachment 4, Insurance Requirements, has been changed from the previous specifications.**
- 2. Attachment 9, Boring Logs, have been added to this specification.**
- 3. Items 10-6.2.1 through 10-6.3.1 have been changed regarding the Gas Cutoff Wall geomembrane panels.**
- 4. Items 10-6.8.2 and 10-6.8.3 have been removed from the original specifications. These items referenced an environmental subcontractor which is not required for this bid.**

PROJECT GRANT AGREEMENT COORDINATION

This Project is partially financed by matching funds from the California Integrated Waste Management Board (CIWMB) via a Solid Waste Disposal and Codisposal Site Cleanup Grant, and is subject to the terms and conditions of that agreement, which is referenced in the Special Provisions and is also included as an attachment (Attachment 6) to the Bid Documents. Contractors wishing to bid on this Project are responsible to accept and comply with all the provisions of the CIWMB Grant Agreement in it's entirety prior to bidding with the exception of Section 1.02 of Exhibit "B". This section shall be as stated in the Special Provisions.

Special attention is directed to Section 8.101 of the Special Provisions which designates that the installation of Pay Item 13 (LFG Cutoff Wall) is a "Specialty Item", as described in the City Standard Specifications and therefore may be performed by a subcontractor. The amount of any such work so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the General Contractor with the General Contractor's own organization per Section 16, Exhibit "A" of the Grant Agreement provisions.

If the selected Contractor's failure to comply with any grant requirements subsequently leads to the City not receiving grant funds, the Contractor shall be responsible for such loss of funds.

PLANS AND SPECIFICATIONS

Plans and Specifications may be purchased via the Internet at www.sjblue.com (PLANWELL Icon) or by calling San José Blue at (408) 295-5770. There will be a non-refundable charge of **Fifty Dollars (\$50.00) per set**. Checks are to be made to San José Blue. There is a limit of **one (1) set** per Contractor at this price. Plans, Specifications and Plan Holder's list may be viewed at the same Internet site.

Bidders will have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Plans, Specifications and other contract documents and local conditions affecting the performance and/or costs of the work prior to submitting their bid proposal.

FILING OF BIDS

All proposals must be filed with the City Clerk of the City of San Jose, City Hall, 200 E. Santa Clara St., Wing, 2nd Fl., San Jose, CA 95113, on or before 3:00 p.m. **Thursday, May 28, 2009** as set forth in the specifications. The City Clerk will publicly open and declare the aggregate bid of each bidder, at his/her office at 3:00 p.m.

Each bid must be accompanied by cash, a certified check, a cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid including all add alternates. Checks shall be made payable to the order of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. All bids must be addressed to the City Clerk, City of San Jose and shall bear the title or name of the work to be constructed.

DEPOSIT OF SECURITIES IN LIEU OF RETENTION

Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

PREVAILING WAGES

Attention is called to the fact that not less than the general prevailing rate of per diem wages and the general prevailing rates for holiday and overtime work must be paid on this project. Copies of the prevailing rate of per diem wages are on file with the Office of the City Clerk or the Office of Equality Assurance and can be obtained by interested bidders from those offices. All questions regarding prevailing wage should be directed to the Office of Equality Assurance at (408) 535-8430.

CONTRACTOR'S LICENSE REQUIREMENTS

All prospective bidders are hereby cautioned that the Contractor's State License Law regulates contractor licensing matters. The Contractor, in its bid proposal, shall be required to disclose its license type, number, and expiration date.

Bidders must have a California contractor's license, classification "A" to bid this project.

NONDISCRIMINATION/NONPREFERENTIAL TREATMENT

The Nondiscrimination/Nonpreferential Treatment requirements of Chapter 4.08 of the San Jose Municipal Code apply to this project.

BOND REQUIREMENTS

Bidder's attention is directed to those provisions of the Specifications which require the contractor to whom the contract for the work is awarded, to file with the City Clerk at the time the contract is executed, a Contractor's Payment Bond and a Bond for Faithful Performance meeting all the requirements of the Specifications and approved by the City Attorney of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. The Contractor's Faithful Performance Bond shall be for 100% of the contract price. The Contractor's Payment Bond shall be for 100% of the contract price.

By order of the Council of the City of San Jose.

DATED: _____

CITY OF SAN JOSE
A Municipal Corporation of the State of California

By _____
CITY CLERK

May 7, 2009

**ADDENDUM NO. 3
FOR THE CONSTRUCTION OF THE
MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID PROJECT**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Martin Park Landfill Gas Cutoff Wall Re-Bid Project.

PROJECT SPECIFICATIONS:

DELETE the Proposal page 1 of 1, "Schedule of Quantities"

ADD the attached Proposal page 1A of 3, "Schedule of Quantities" (See clouded items)

DELETE the Proposal page 2 of 3

ADD the attached Proposal page 2 of 3 (See clouded items)

DELETE the Contract Page 1 of 1, "Schedule of Quantities"

ADD the attached Contract Page 1A of 3, "Schedule of Quantities" (See clouded items)

DELETE Attachment 1, "Nondiscrimination / Nonpreferential Treatment"

ADD the attached Attachment 1, "Nondiscrimination / Nonpreferential Treatment" (See clouded paragraph)

DELETE Section 10-1, "Table of Contents"

ADD the attached Section 10-1, "Table of Contents" (See clouded line items)

DELETE Section 10-3, "Refuse Removal"

ADD the attached Section 10-3, "Refuse Removal" (See clouded paragraphs)

DELETE Section 10-4, "Traffic Control"

ADD the attached Section 10-4, "Traffic Control" (See clouded paragraph)

DELETE Section 10-5, "Relocate Street Lights" (See clouded item)

DELETE Section 10-6, "LFG Cutoff Wall and Vent Trench"

ADD the attached Section 10-6, "LFG Cutoff Wall and Vent Trench" (See clouded paragraphs)

DELETE Section 10-18, "Pay Items"

ADD the attached Section 10-18, "Pay Items" (See clouded items)

PROJECT PLANS:

DELETE Sheet 3, "Existing Conditions and Demolition Plan"

ADD the attached Sheet 3, "Existing Conditions and Demolition Plan"

To: All Plan Holders for the Martin Park Landfill Gas Cutoff Wall Project

Subject: ADDENDUM NO. 3

May 7, 2009

Page 2

DELETE Sheet 4, "Existing Top of Refuse"

ADD the attached Sheet 4, "Existing Top of Refuse"

DELETE Sheet 5, "Proposed LFG Cutoff Wall and Utility Plan"

ADD the attached Sheet 5, "Proposed LFG Cutoff Wall and Utility Plan"

DELETE Sheet 6, "Details"

ADD the attached Sheet 6, "Details"

DELETE Sheet 12, "Landfill Gas Cutoff Wall and Vent Trench Layout"

ADD the attached Sheet 12, "Landfill Gas Cutoff Wall and Vent Trench Layout"

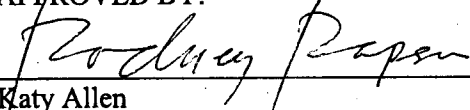
DELETE Sheet 13, "Landfill Gas Cutoff Wall and Vent Trench Details"

ADD the attached Sheet 13, "Landfill Gas Cutoff Wall and Vent Trench Details"

INSTRUCTIONS:

The bidder must sign this addendum in the space provided below and return one signed copy with the bid.
Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal. Bidder's failure to sign and submit any or all addenda with the bid shall be cause for rejection of the bid.

APPROVED BY:


Katy Allen
Director of Public Works

Bidder's Name RJ GORDON CONSTRUCTION INC.

Signature and Title of Bidder


JOHN JOHNSON, PRESIDENT

05/28/09

Date

**SCHEDULE OF QUANTITIES
FOR
MARTIN PARK LANDFILL - LFG CUTOFF WALL RE-BID**

ITEM	SPECIFICATION SECTION	DESCRIPTION OF ITEM	BASE BID	
1	10-2.2	Mobilization	\$	Lump Sum
2	10-2.3	Utility Conflict Cost Allowance (REVOCABLE)	\$8,000.00	Fixed Lump Sum
3	10-2.4	Erosion and Sediment Control	\$10,000.00	Fixed Lump Sum
4	10-2.5	Storm Water Pollution Prevention Plan	\$5,000.00	Fixed Lump Sum
5	10-2.6	Protection and Pruning of Existing Trees	\$	Lump Sum
6	10-2.7	Tree Removal	\$	Lump Sum
7	10-2.8	Demolition	\$	Lump Sum
8	10-2.9	Clearing and Grubbing	\$	Lump Sum
9	10-2.10	Temporary Construction Signs	\$	Lump Sum
10	10-3	Refuse Removal (REVOCABLE)	\$	Lump Sum
11	10-3	Backfill (REVOCABLE)	\$	Lump Sum
12	10-3	Additional Refuse Removal Cost Allowance - includes additional Backfill & AC - Trench Patch (REVOCABLE)	\$137,000.00	Fixed Lump Sum
13	10-4	Traffic Control	\$	Lump Sum
14	10-6	LFG Cutoff Wall	\$	Lump Sum
15	10-6	Vent Trench	\$	Lump Sum
16	10-6	Vent Riser	\$	Lump Sum
17	10-6	Landfill Gas Probe	\$	Lump Sum
18	10-7	Remove and Replace Chain Link Fence	\$	Lump Sum
19	10-8	PCC Walkway	\$	Lump Sum
20	10-8	Curb and Gutter	\$	Lump Sum
21	10-9	Asphalt Concrete - Trench Patch	\$	Lump Sum
22	10-10	Staking	\$	Lump Sum
TOTAL BASE BID AMOUNT (Items 1 through 22, inclusive)			\$	Lump Sum

DELETED
"RELOCATE
STREET LIGHT"

Note To Bidders: The Bidder's Bond shall be at least 10% of the TOTAL BASE BID AMOUNT.

5/7/09

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.

2. A "List of Subcontractors".

3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

3 5/7/09

**SCHEDULE OF QUANTITIES
FOR
MARTIN PARK LANDFILL - LFG CUTOFF WALL RE-BID**

ITEM	SPECIFICATION SECTION	DESCRIPTION OF ITEM	BASE BID	
1	10-2.2	Mobilization	\$	Lump Sum
2	10-2.3	Utility Conflict Cost Allowance (REVOCABLE)	\$8,000.00	Fixed Lump Sum
3	10-2.4	Erosion and Sediment Control	\$10,000.00	Fixed Lump Sum
4	10-2.5	Storm Water Pollution Prevention Plan	\$5,000.00	Fixed Lump Sum
5	10-2.6	Protection and Pruning of Existing Trees	\$	Lump Sum
6	10-2.7	Tree Removal	\$	Lump Sum
7	10-2.8	Demolition	\$	Lump Sum
8	10-2.9	Clearing and Grubbing	\$	Lump Sum
9	10-2.10	Temporary Construction Signs	\$	Lump Sum
10	10-3	Refuse Removal (REVOCABLE)	\$	Lump Sum
11	10-3	Backfill (REVOCABLE)	\$	Lump Sum
12	10-3	Additional Refuse Removal Cost Allowance - includes additional Backfill & AC - Trench Patch (REVOCABLE)	\$137,000.00	Fixed Lump Sum
13	10-4	Traffic Control	\$	Lump Sum
14	10-6	LFG Cutoff Wall	\$	Lump Sum
15	10-6	Vent Trench	\$	Lump Sum
16	10-6	Vent Riser	\$	Lump Sum
17	10-6	Landfill Gas Probe	\$	Lump Sum
18	10-7	Remove and Replace Chain Link Fence	\$	Lump Sum
19	10-8	PCC Walkway	\$	Lump Sum
20	10-8	Curb and Gutter	\$	Lump Sum
21	10-9	Asphalt Concrete - Trench Patch	\$	Lump Sum
22	10-10	Staking	\$	Lump Sum
TOTAL BASE BID AMOUNT (Items 1 through 22, inclusive)			\$	Lump Sum

DELETED
"RELOCATE
STREET LIGHTS"

3 5/7/09

ATTACHMENT 1

NONDISCRIMINATION / NONPREFERENTIAL TREATMENT APPLICABLE TO CONTRACTS FOR PUBLIC WORKS CONSTRUCTION PROJECTS

Statement of Purposes

It is the Policy of the City of San Jose that **no discrimination or preferences** shall be permitted in the subcontracting of the City of San Jose construction contracts. Studies have demonstrated that there has been a pattern of discrimination against certain minority groups and women by contractors in the subcontracting of public works contracts. All contractors shall fully comply with Chapter 4.08 of the San Jose Municipal Code and shall not discriminate against or grant preferential treatment to any subcontractor on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in the performance of the City of San Jose contracts. Any contractor who so discriminates or gives preferences shall be deemed not to be a responsible bidder in accordance with City of San Jose Charter Section 1217.

SECTION I – REQUIREMENT

These provisions, entitled, “**NONDISCRIMINATION / NONPREFERENTIAL TREATMENT APPLICABLE TO CONTRACTS FOR PUBLIC WORKS CONSTRUCTION PROJECTS**” are incorporated in and made part of the Special Provisions.

In addition, each bidder must - as part its “PROPOSAL TO CITY OF SAN JOSE” for this project - declare under penalty of perjury that in listing subcontractors in its bid it has not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. See, PROPOSAL TO CITY OF SAN JOSE.

SECTION II – CONFLICT WITH APPLICABLE FEDERAL OR STATE LAW

In the event that a particular City public works contract is funded or required to be approved in whole or in part by the State or Federal government and any provision contained herein is inconsistent with any applicable state or federal statutes, rules or regulations, orders or controlling policies pertaining to such funding or approval, to the extent that any such provision is inconsistent, it shall not apply to the contract. To the extent a Federal project requires an MBE/WBE Program, the Program set forth in Resolution #67001 shall be applicable.

SECTION III – VIOLATION OF SECTION

Be aware that any Prime Contractor who discriminates or gives preferences is in violation of Chapter 4.08 of the San Jose Municipal Code. Any such violation, in addition to all other remedies set forth in the Municipal Code, is further subject to the provisions of the San Jose Municipal Code, Chapter 4.10 of Title 4, Debarment of Contractors From City Contracts

3 5/7/09

CITY OF SAN JOSE
MARTIN PARK LANDFILL - LFG CUTOFF WALL RE-BID
SAN JOSE, CALIFORNIA

SECTION 10 - PROJECT CONSTRUCTION SPECIFICATIONS

SECTION 10-1 TABLE OF CONTENTS

10-2	GENERAL CONSTRUCTION ITEMS
10-2.1	DESCRIPTION
10-2.2	MOBILIZATION
10-2.3	UTILITY CONFLICT COST ALLOWANCE
10-2.4	EROSION AND SEDIMENT CONTROL
10-2.5	STORM WATER POLLUTION PREVENTION PLAN
10-2.6	PROTECTION AND PRUNING OF EXISTING TREES
10-2.7	TREE REMOVAL
10-2.8	DEMOLITION
10-2.9	CLEARING AND GRUBBING
10-2.10	TEMPORARY CONSTRUCTION SIGNS
10-3	REFUSE REMOVAL
10-4	TRAFFIC CONTROL
10-5	RELOCATE STREET LIGHTS NOT USED
10-6	LFG CUTOFF WALL AND VENT TRENCH
10-7	REMOVE AND REPLACE CHAIN LINK FENCE
10-8	PCC WALKWAY AND CURB AND GUTTER
10-9	ASPHALT CONCRETE - TRENCH PATCH
10-10	STAKING
10-11	CONTROLLED DENSITY FILL
10-12	TEMPORARY CONSTRUCTION FENCE AND GATES
10-18	PAY ITEMS

3 5/7/09

CITY OF SAN JOSE
MARTIN PARK LANDFILL - LFG CUTOFF WALL RE-BID
SAN JOSE, CALIFORNIA

10-3 REFUSE REMOVAL

- 10-3.1 HANDLING REFUSE - For handling refuse and other on-site materials, refer to the following documents included in the contract documents:

“Health and Safety Plan”, TRC, May 16, 2006.

“Construction Quality Assurance Plan”, TRC, June 6, 2006.

- 10-3.2 EXCAVATED MATERIAL - All refuse and soil generated from excavations, including trench spoil from the vent trench excavation, shall be considered refuse and shall be handled and disposed according to this section.

- 10-3.3 BACKFILL OF EXCAVATIONS - All excavations shall be backfilled with clean imported soil meeting City standards for General Fill and in accordance with the Construction Quality Assurance Plan included in the contract documents. If the backfill is excavated to install the vent trench, it may be re-used as backfill for the project. No existing on-site soil can be used as backfill for the project. Backfill shall be installed in conformance with the applicable provisions of Section 1301, “Trench Excavation, Bedding and Backfill” of the City Standard Specifications, the Plans, and these special provisions.

- 10-3.4 DISPOSAL OF REFUSE - Refuse, soil, and any materials remaining upon completion of the work shall become the property of the Contractor unless otherwise specified herein or noted on the plans, and shall be transported and disposed of off-site in a lawful manner.

- 10-3.5 MEASUREMENT AND PAYMENT FOR REFUSE REMOVAL - The lump sum bid for this item is based on removal and disposal of up to 2,100 CY of refuse, soil, and vent trench spoil. With the bid, Contractor shall submit to the Engineer for approval a proposed methodology for documenting the quantity of refuse, soil, and vent trench spoil removed. The contract lump sum price paid for refuse removal shall include full compensation for transport and off-site disposal of refuse, soil, and vent trench spoil, and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in refuse removal as specified herein. See Section 10-18 for delineation of pay items.

3 5/7/09

CITY OF SAN JOSE
MARTIN PARK LANDFILL - LFG CUTOFF WALL RE-BID
SAN JOSE, CALIFORNIA

- 10-3.6 MEASUREMENT AND PAYMENT FOR BACKFILL - The lump sum bid for this item is based on up to 1,800 CY of backfill compacted in-place. With the bid, Contractor shall submit to the Engineer for approval a proposed methodology for documenting the quantity of backfill. The contract lump sum price paid for backfill shall include full compensation for import material commodity costs, transport, stockpiling, placing, compacting, and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in backfill as specified herein. Backfill includes the cutoff wall and vent trench cap, but excludes permeable vent trench backfill which is included in the lump sum price for the Vent Trench. See Section 10-18 for delineation of pay items.
- 10-3.7 ADDITIONAL REFUSE REMOVAL COST ALLOWANCE - This item is provided to account for Additional Refuse Removal required in excess of 2,100 CY, Additional Backfill required in excess of 1,800 CY, and Additional Asphalt Concrete - Trench Patch required if Additional Refuse Removal and Backfill are required within the paved areas of Forestdale Avenue. This work shall be performed only upon written authorization from the Engineer. Daily Extra Work reports will be submitted to and approved by the Engineer in accordance with the provisions of Section 9-1.03C "Records" of the City Standard Specifications. See Section 10-18 for delineation of pay items.

3 5/7/09

CITY OF SAN JOSE
MARTIN PARK LANDFILL - LFG CUTOFF WALL RE-BID
SAN JOSE, CALIFORNIA

10-4 TRAFFIC CONTROL

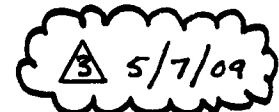
- 10-4.1 TRAFFIC CONTROL shall be in accordance with the applicable provisions of Section 7-1.08, "Public Convenience", Section 7-1.09, "Public Safety", and Section 12, "Construction Area Traffic Control Devices", of the City Standard Specifications and these Special Provisions.

All traffic control shall be under the direction of and coordinated with the Engineer. Construction shall be organized so as to cause the least possible inconvenience to traffic. The Contractor shall provide all required signs, barricades, lights, high level flagtrees, flagmen, and devices at his own expense.

10-4.2 GENERAL REQUIREMENTS

Note that Items 1 through 4 below do not apply to Forestdale Avenue between the "Limit of Full Road Closure" indicated on Sheet 3 of the plans. Within the "Limit of Full Road Closure", Forestdale Avenue may be completely closed for the duration of the project. Item 6 below, and all other applicable provisions of these specifications, shall still apply.

- (1) The Contractor shall restrict traffic lanes from 9:00 am to 3:30 pm only.
- (2) The Contractor shall maintain property access at all times.
- (3) The Contractor shall maintain pedestrian access at all times.
- (4) No equipment shall be allowed to be parked within any traffic lanes or medians after work hours.
- (5) The Contractor shall provide traffic control by Reserve Police at all signalized intersections. The Contractor shall schedule police at least 14 days in advance by calling Dave Longacre, Jr. at pager (408) 231-6667 and leaving a message, or by calling (408) 277-4963.
- (6) The Contractor shall notify City of San Jose Police Department Traffic Enforcement of any detours and street closures at (408) 277-4341.
- (7) If construction will obstruct a bus stop, the Contractor shall notify Ron Wong, Santa Clara County Transit, 48 hours in advance at (408) 321-7054.
- (8) On streets with one traffic lane in each direction, the Contractor shall maintain one 14 foot lane for two-way operation. Two flagmen shall be required.



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- (9) On streets with two or more traffic lanes in each direction, the Contractor shall reduce traffic by one lane only in each direction.
- (10) On one-way streets, Contractor shall reduce traffic by one lane only.
- (11) The Contractor shall provide electric arrow board(s) for lane reductions. All traffic lane diversions and separations shall be delineated with Type II barricades, 28" traffic cones, or 48" delineators spaced 25' O.C. The tapered transition length shall be 150' minimum. Post "KEEP RIGHT" or "KEEP LEFT" signs on high level flagtrees or Type II barricades at the beginning of each diversion or separation.
- (12) The Contractor shall be responsible for informing the public of traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs.
- (13) The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for the job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal work hours.
- (14) Upon completion of all work requiring use of lane closures, the Contractor shall remove all signs, barricades, and markers and shall return the roadway and roadside areas to a condition equal to that which existed prior to construction.
- (15) The Contractor shall not work within two adjacent intersections at the same time.
- (16) The Contractor shall not close two adjacent streets at the same time.
- (17) All trench excavations shall be backfilled or steel plated at the end of each work day, when working in an intersection, median, or traffic lane. A 2" temporary A.C. surface shall be installed on backfilled trenches. Contractor shall maintain temporary A.C. surface to provide safe and comfortable passage over or along same, for pedestrian and public vehicular traffic to the satisfaction of the Inspector in the field. In sidewalk areas, 3/4" plywood may be substituted for steel trench plates.
- (18) Any excavation permitted to be left open shall be barricaded with Type II and Type III barricades with flashers. "OPEN TRENCH" signs shall be posted at 30' O.C. A minimum of 15 Type III barricades shall be available for diverting traffic and barricading trenches. See "Securing Open Trench Detail "A" or "B" for K-railing and Chain Link Fencing".



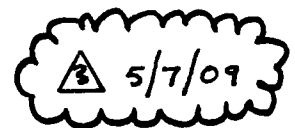
TRAFFIC CONTROL

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- (19) All open excavated areas shall be barricaded with at least two Type III barricades at the end of the excavation that faces oncoming traffic. The longitudinal edge of pavement excavation shall be delineated with Type II barricades spaced 25' O.C. Attach "OPEN TRENCH" signs to barricades 200' O.C.
- (20) Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor.
- (21) The Contractor shall leave the project site in a neat, clean, and presentable state at the close of every work day.
- (22) If material from the trench excavation spills onto the roadway, the roadway area shall be swept and washed with water to provide a safe and dust free surface before the lane is re-opened.
- (23) All personnel occupying the roadway or median shall be required to wear approved safety vests with protective coloration.

10-4.3 CONTRACTOR RESPONSIBILITY – Should the Contractor fail, be neglectful, or be negligent in furnishing and/or maintaining the required warning and protective facilities, the City may furnish and/or maintain these facilities. The City shall charge the Contractor the cost for providing the required warning and protective facilities by deducting this cost from the periodic progress payments due the Contractor as these costs are incurred by the City.

10-4.4 MEASUREMENT AND PAYMENT – See Section 10-18 for delineation of pay items.



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10-6 LFG CUTOFF WALL AND VENT TRENCH

10-6.1 LFG CUTOFF WALL AND VENT TRENCH shall be installed in conformance with the applicable provisions of Section 1301, "Trench Excavation, Bedding and Backfill" of the City Standard Specifications, the Plans, and these special provisions.

10-6.2 LFG CUTOFF WALL – MATERIALS

10-6.2.1 The cutoff wall liner shall be shall be a geomembrane as defined in Title 27 of the California Code of Regulation (27 CCR) Section 20164. If high-density polyethylene (HDPE) is proposed for the geomembrane liner, it shall be 80-mil thickness and smooth, and meet the requirements of GRI GM-13.

10-6.2.2 Geomembrane panels shall be pre-fabricated with a contiguous male/female interlock system.

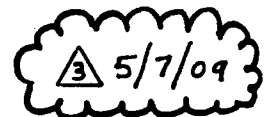
10-6.2.3 Joint sealant shall be a single-component, hydrophilic mastic designed specifically for sealing the interlocking geomembrane joints.

10-6.3 LFG CUTOFF WALL - EXECUTION

10-6.3.1 Geomembrane panels shall driven to the design depth using vibratory methods. A steel guidesheet, or similar device, may be used but shall be removed once the design depth is reached.

10-6.3.2 Each successively driven geomembrane panel shall be interlocked in accordance with the Manufacturer's recommendations and the joint shall be completely sealed along the full length of the interlock.

10-6.3.3 At the locations where an existing pipe crosses the cutoff wall, a trench plug shall be installed as shown on Detail C on Sheet 13 of the plans, and in accordance with Section 10-11, "Controlled Density Fill" of the project specifications.



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10-6.4 VENT TRENCH EXCAVATION

10-6.4.1 Excavation of the vent trench shall be performed by Contractor in such a manner that prevents caving or collapse prior to backfill.

10-6.4.2 Trench sides shall be smooth and vertical.

10-6.4.3 Contractor shall be responsible for any shoring or other support system for the trench sides needed during excavation and/or prior to backfill.

10-6.4.4 All material generated by excavating for the vent trench shall be considered refuse and shall be handled and disposed of in accordance with Section 10-3 "Refuse Removal" of these specifications.

10-6.4.5 If any refuse is encountered during the excavation of the vent trench, the refuse shall be removed as directed by the Geotechnical engineer and replaced with backfill in accordance with Section 10-3 "Refuse Removal" of these specifications.

10-6.5 VENT TRENCH BACKFILL - MATERIALS

10-6.5.1 Backfill material shall be as shown on Sheet 12 of the Plans.

10-6.6 VENT TRENCH BACKFILL - EXECUTION

10-6.6.1 Backfill of the vent trench shall be performed by Contractor in such a manner that prevents caving or collapse prior to completion of backfill.

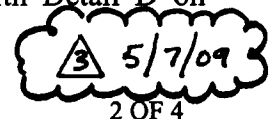
10-6.6.2 Contractor shall be responsible for any shoring or other support system for the trench sides needed during backfill.

10-6.6.3 Gravel backfill shall be placed in such a manner that causes no damage to the trench sidewalls.

10-6.6.4 Solid PVC pipe joints, connections and fittings shall be glued.

10-6.7 VENT RISER

10-6.7.1 Vent risers shall be installed in accordance with Detail D on Sheet 12 of the Plans.



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10-6.8 LANDFILL GAS PROBE

10-6.8.1 Landfill gas probes shall be installed in accordance with Details E & F on Sheet 12 of the Plans.

10-6.9 CONSTRUCTION QUALITY ASSURANCE

10-6.9.1 Representing the Owner/Operator (City of San Jose ESD), CQA Manager will provide inspections, as needed, to ensure the integrity of the LFG control system (cutoff wall and vent trench).

10-6.9.2 Prior to site delivery, the Manufacturer of the geomembrane liner panels shall provide CQA Manager with Manufacturer's Quality Control (MQC) testing report for the manufactured geomembrane sheets with test results cross-referenced to panel or roll numbers for materials delivered to the site, and a certification that the geomembrane supplied meets the requirements of this specification. Prior to installation, CQA Manager will inspect each geomembrane liner panel for holes, punctures, tears or other damage. Damaged panels will be rejected by CQA Manager and shall not be used.

10-6.9.3 For all other backfill materials, prior to site delivery, Contractor shall provide CQA Manager with Manufacturer's Quality Control (MQC) testing results, laboratory test results, Supplier certification or cut-sheets, or other data that indicates the materials to be used are in conformance with these Specifications or as shown on the Plans.

10-6.9.4 Prior to construction, the Design Engineer (TRC) shall obtain and review all applicable test reports, shop drawings, and Manufacturer's certificates to verify that all equipment and materials to be used in the LFG control system (cutoff wall and trench) have been manufactured in accordance with industry standards.

10-6.10 MEASUREMENT AND PAYMENT

10-6.10.1 The contract lump sum price paid for LFG cutoff wall shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in LFG cutoff wall as specified herein, including installation of all trench plugs.

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10-6.10.2 The contract lump sum price paid for vent trench shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in vent trench as specified herein.

10-6.10.3 The contract lump sum price paid for vent riser shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing 18 vent risers as specified herein.

10-6.10.4 The contract lump sum price paid for landfill gas probe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing 8 landfill gas probes as specified herein.

10-6.10.5 Measurement and payment for refuse removal shall be as indicated in Section 10-3 "Refuse Removal" of these specifications.

10-6.10.6 Measurement and payment for backfill shall be as indicated in Section 10-3 "Refuse Removal" of these specifications.

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SECTION 10-18 PAY ITEMS

10-18.1 The purpose of this section is to delineate the scope of pay items and basis for payment for the bid (items 1 through 22 inclusive).

10-18.2 Payment:

- 1) Payment for MOBILIZATION shall be as specified in Section 10-2.2. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications.

Payment shall be listed as:

Item 1 – MOBILIZATION Lump Sum

- 2) Payment for UTILITY CONFLICT COST ALLOWANCE (fixed lump sum) shall be as specified in Sections 10-2.3. Payment shall include full compensation for all labor, materials, tools, equipment, and incidentals for doing all work involved in the Utility Conflict Work Cost Allowance in accordance with the project Plans and Specifications, City Standard Specifications and Standard Details, and to the satisfaction of the Engineer. Work under this item shall be considered as extra work paid for on a force account basis per Section 9-1.03 of the City of San Jose Department of Public Works Standard Specifications and per Section 9-1.03A of the Special Provisions. This pay item shall be considered as a revocable bid item per Section 4-1.03E of the Special Provisions.

Payment shall be listed as:

Item 2-UTILITY CONFLICT WORK COST ALLOWANCE (Revocable) Fixed Lump Sum

- 3) Payment for EROSION AND SEDIMENT CONTROL (fixed lump sum) shall be as specified in Section 10-2.4. Payment shall include full compensation for all labor, materials, tools, equipment, and incidentals for doing all work involved in the Erosion and Sediment Control including unforeseen measures not addressed in the Storm Water Pollution Prevention Plan pay item in accordance with the National Pollution Discharge Elimination System (NPDES), the City Standard Plans and Specifications, and to the satisfaction of the Engineer.

Payment shall be listed as:

Item 3 – EROSION AND SEDIMENT CONTROL Fixed Lump Sum

- 4) Payment for STORM WATER POLLUTION PREVENTION PLAN (fixed lump sum) shall be as specified in Section 10-2.5. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications.

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Payment shall be listed as:

Item 4 – STORM WATER POLLUTION PREVENTION PLAN  Fixed Lump Sum

- 5) Payment for PROTECTION AND PRUNING OF EXISTING TREES shall be specified in Section 10–2.6. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications.

Payment shall be listed as:

Item 5 – PROTECTION AND PRUNING OF EXISTING TREES Lump Sum

- 6) Payment for TREE REMOVAL shall be specified in Section 10–2.7. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications.

Payment shall be listed as:

Item 6 – TREE REMOVAL Lump Sum

- 7) Payment for DEMOLITION shall be specified in Section 10–2.8. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications.

Payment shall be listed as:

Item 7 – DEMOLITION Lump Sum

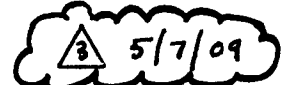
- 8) Payment for CLEARING AND GRUBBING shall be as specified in Sections 10-2.9. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications.

Payment shall be listed as:

Item 8 – CLEARING AND GRUBBING Lump Sum

- 9) Payment for TEMPORARY CONSTRUCTION SIGNS shall be as specified in Sections 10-2.10. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications.

Payment shall be listed as:



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Item 9 – TEMPORARY CONSTRUCTION SIGNS Lump Sum

- 10) Payment for REFUSE REMOVAL shall be as specified in Section 10-3.5. Payment shall include full compensation for transport and off-site disposal of refuse and vent trench spoil, and furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the above described work to the satisfaction of the Engineer. The lump sum bid price for this item is based on up to 2,100 CY of refuse, soil, and vent trench spoil. Work under this item shall be considered as extra work paid for on a force account basis per Section 9-1.03 of the City of San Jose Department of Public Works Standard Specifications and per Section 9-1.03A of the Special Provisions. This pay item shall be considered as a revocable bid item per Section 4-1.03E of the Special Provisions.

Payment shall be listed as:

Item 10 – REFUSE REMOVAL (Revocable) Lump Sum

- 11) Payment for BACKFILL shall be as specified in Section 10-3.6. Payment shall include full compensation for import material commodity costs, transport, stockpiling, placing, compacting, and furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the above described work to the satisfaction of the Engineer. The lump sum bid price for this item is based on up to 1,800 CY of backfill compacted in-place. Work under this item shall be considered as extra work paid for on a force account basis per Section 9-1.03 of the City of San Jose Department of Public Works Standard Specifications and per Section 9-1.03A of the Special Provisions. This pay item shall be considered as a revocable bid item per Section 4-1.03E of the Special Provisions.

Payment shall be listed as:

Item 10 – BACKFILL (Revocable) Lump Sum

- 12) Payment for ADDITIONAL REFUSE REMOVAL COST ALLOWANCE (fixed lump sum) shall be as specified in Section 10-3.7, and shall include Additional Backfill and Additional Asphalt Concrete - Trench Patch. Payment shall include full compensation for all labor, materials, tools, equipment, and incidentals for doing all work involved in the Additional Refuse Removal Cost Allowance in accordance with the project Plans and Specifications, City Standard Specifications and Standard Details, and to the satisfaction of the Engineer. Work under this item shall be considered as extra work paid for on a force account basis per Section 9-1.03 of the City of San Jose Department of Public Works Standard Specifications and per Section 9-1.03A of the Special Provisions. This pay item shall be considered as a revocable bid item per Section 4-1.03E of the Special Provisions.

Payment shall be listed as:

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Item 12-ADDITIONAL REFUSE REMOVAL COST ALLOWANCE (Revocable)Fixed Lump

- 13) Payment for TRAFFIC CONTROL shall be as specified in Section 10-4. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications.

DELETED
"RELOCATE
STREET LIGHTS"

Payment shall be listed as:

Item 13 TRAFFIC CONTROL Lump Sum

NUMBERS CHANGE FROM HERE ON

- 14) Payment for LFG CUTOFF WALL shall be as specified in Section 10-6. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications. The lump sum bid price for this item is based on completing the work shown on the Plans.

Payment shall be listed as:

Item 14 - LFG CUTOFF WALL Lump Sum

- 15) Payment for VENT TRENCH shall be as specified in Section 10-6. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications. The lump sum bid price for this item is based on completing the work shown on the Plans.

Payment shall be listed as:

Item 15 - VENT TRENCH Lump Sum

- 16) Payment for VENT RISER shall be as specified in Section 10-6. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications. The lump sum bid price for this item is based on completing the work shown on the Plans.

Payment shall be listed as:

Item 16 - VENT RISER Lump Sum

- 17) Payment for LANDFILL GAS PROBE shall be as specified in Section 10-6. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications. The lump sum bid price for this item is based on completing the work shown on the Plans.

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Item 17 – LANDFILL GAS PROBE Lump Sum

- 18) Payment for REMOVE AND REPLACE CHAIN LINK FENCE shall be as specified in Section 10-7. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications. The lump sum bid price for this item is based on completing the work shown on the Plans.

Payment shall be listed as:

Item 18 – REMOVE AND REPLACE CHAIN LINK FENCE Lump Sum

- 19) Payment for PCC WALKWAY shall be as specified in Section 10-8. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications. The lump sum bid price for this item is based on completing the work shown on the Plans.

Payment shall be listed as:

Item 19 – PCC WALKWAY Lump Sum

- 20) Payment for CURB AND GUTTER shall be as specified in Section 10-8. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications. The lump sum bid price for this item is based on completing the work shown on the Plans.

Payment shall be listed as:

Item 20 – CURB AND GUTTER Lump Sum

- 21) Payment for ASPHALT CONCRETE – TRENCH PATCH shall be as specified in Section 10-9. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications. The lump sum bid price for this item is based on completing asphalt concrete trench patch as shown on the Plans including Details 1 and 2 on sheet 6. Any additional asphalt concrete trench patch, as may be necessary if refuse is encountered along Forestdale Avenue, will be considered as a change order, as described under Item 12.

Payment shall be listed as:

Item 21 – ASPHALT CONCRETE - TRENCH PATCH Lump Sum

PAY ITEMS

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- 22) Payment for STAKING shall be as specified in Section 10-10. Payment shall include full compensation for all labor, materials, tools, and equipment necessary to complete the above described work to the satisfaction of the Engineer in accordance with the Plans and Specifications.

Payment shall be listed as:

Item 22 – STAKING Lump Sum

10-18.3 Payment will be made under the following items:

BID ITEM NUMBERS

1. Mobilization Lump Sum
2. Utility Conflict Cost Allowance (Revocable) Fixed Lump Sum
3. Erosion and Sediment Control Fixed Lump Sum
4. Storm Water Pollution Prevention Plan Fixed Lump Sum
5. Protection and Pruning of Existing Trees Lump Sum
6. Tree Removal Lump Sum
7. Demolition Lump Sum
8. Clearing and Grubbing Lump Sum
9. Temporary Construction Signs Lump Sum
10. Refuse Removal (Revocable) Lump Sum
11. Backfill (Revocable) Lump Sum
12. Additional Refuse Removal Cost Allowance ... (Revocable) Fixed Lump Sum
(includes Additional Backfill & Additional AC - Trench Patch)
13. Traffic Control Lump Sum
14. LFG Cutoff Wall Lump Sum
15. Vent Trench Lump Sum
16. Vent Riser Lump Sum
17. Landfill Gas Probe Lump Sum
18. Remove and Replace Chain Link Fence Lump Sum

DELETED
"RELOCATE
STREET LIGHTS"

PAY ITEMS

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19.	PCC Walkway	Lump Sum
20.	Curb and Gutter	Lump Sum
21.	Asphalt Concrete – Trench Patch	Lump Sum
22.	Staking	Lump Sum

10-18.4 Payment for items not mentioned as part of the above bid items, but included as part of this project, are to be included by the Contractor in the appropriate item of work. For example, no separate payment shall be made for mineral aggregate base work as this is to be included under the appropriate sections for concrete, asphalt concrete, etc.

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